

# ASSIGNMENT

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each undersigned inventor (hereinafter referred to singly and collectively as "ASSIGNOR") has sold, assigned, and transferred, and by these presents hereby sells, assigns, and transfers, unto

Deutsches Krebsforschungszentrum  
Im Neuenheimer Feld 280  
Heidelberg 69120  
Germany

Thoraxlinik Heidelberg GmbH  
Amalienstrasse 5  
Heidelberg 69126  
Germany

(hereinafter referred to as "ASSIGNEE") its successors and assigns, the full and exclusive right, title and interest for the United States, its territories and possessions in and to this invention relating to

## INCREMENTAL REAL-TIME RECORDING OF TRACKED INSTRUMENTS IN TUBULAR ORGAN STRUCTURES INSIDE THE HUMAN BODY

as set forth in this United States Patent Application.

Check  
one ☐ executed concurrently herewith  
☐ executed on \_\_\_\_\_  
☒ Serial No. 10/590,195 Filed 08/22/2006  
And

as well as in and to (a) all improvements and modifications of the above-identified invention or inventions, (b) the above-identified application and all other applications for Letters Patent of the United States for above-identified invention or inventions and all improvements and modifications thereof, (c) all Letters Patent which may issue from said applications in the United States, (d) all divisions, continuations, reissues, and extensions of said applications and Letters Patent, and (e) the right to claim for any of said applications the full benefits and priority rights under the International Convention and any other international agreement to which the United States adheres; such right, title, and interest to be held and enjoyed by ASSIGNEE, its successors and assigns, to the full end of the term or terms for which any and all such Letters Patent may be granted as fully and entirely as would have been held and enjoyed by ASSIGNOR had this Assignment not been made.

ASSIGNOR HEREBY AUTHORIZES AND REQUESTS the Commissioner of Patents and Trademarks to issue said Letters Patent to ASSIGNEE as assignee of the entire interest, for the sole use and benefit of ASSIGNEE, its successors and assigns.

ASSIGNOR HEREBY AGREES (a) to communicate to ASSIGNEE, its successors and assigns, or their representative or agents, all facts and information known or available to ASSIGNOR respecting said invention or inventions, improvements, and modifications including evidence for interference, reexamination, reissue, opposition, revocation, extension, or infringement purposes or other legal, judicial, or administrative proceedings, whenever requested by ASSIGNEE; (b) to testify in person or by affidavit as required by ASSIGNEE, its successors and assigns, in any such proceeding in the United States; (c) to execute and deliver, upon request by ASSIGNEE, all lawful papers including, but not limited to, original, divisional, continuation, and reissue applications, renewals, assignments, powers of attorney, oaths, affidavits, and declarations, depositions; and (d) to provide all reasonable assistance to ASSIGNEE, its successors and assigns, in obtaining and enforcing proper title in and protection for said invention or inventions, improvements, and modifications under the intellectual property laws of the United States and countries foreign thereto.

ASSIGNOR HEREBY REPRESENTS AND WARRANTS that ASSIGNOR has the full and unencumbered right to sell, assign, and transfer the interests sold, assigned, and transferred herein, and that ASSIGNOR has not executed and will not execute any document or instrument in conflict herewith.

ASSIGNOR HEREBY GRANTS to the law firm of **Foley & Lardner LLP** the power and authority to insert in this Assignment any further identification which may be necessary or desirable to comply with the rules of the U.S. Patent and Trademark Office for recordation of this Assignment.

ASSIGNOR UNDERSTANDS AND AGREES that the attorneys and agents of the law firm of **Foley & Lardner LLP** do not personally represent ASSIGNOR OR ASSIGNOR's legal interests, but instead represent the interests of ASSIGNEE; since said attorneys and agents cannot provide legal advice to ASSIGNOR with respect to this Assignment, ASSIGNOR acknowledges its right to seek its own independent legal counsel.

NAME AND SIGNATURE OF INVENTOR

NAME: MARCUS VETTER      SIGNATURE: *M. Vetter*      DATE: 7.7.07

NAME AND SIGNATURE OF INVENTOR

NAME: IVO WOLF      SIGNATURE: *Ivo Wolf*      DATE: 8.3.07

NAME AND SIGNATURE OF INVENTOR

NAME: INGMAR WEGNER      SIGNATURE: *I. Wegner*      DATE: 8.3.07

NAME AND SIGNATURE OF INVENTOR

NAME: HANS-PETER MEINZER      SIGNATURE: *H. Meinzer*      DATE: 8.3.07



Atty. Dkt. No. 085449-0203

NAME AND SIGNATURE OF INVENTOR

NAME: HEINRICH BECKER

SIGNATURE:

H. Becker

DATE:

26th Feb, 2007